

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

IN THE JOHNSON CIRCUIT COURT^{NI}
CAUSE NO. 41D010604-MI-00018

IN RE: PETER WESTERN,)
individually and doing business as,)
PAVECO ASPHALT COMPANY,) AVC NO. 06-011
Respondent.)

FILED

APR 27 2006

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and by Deputy Attorney *Steve A. Jackson*
CLERK JOHNSON CIRCUIT & SUPERIOR CT.

General Terry Tolliver, and the Respondent, Peter Western, individually and doing business as Paveco Asphalt Company, enter into an Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes prima facie evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. The Respondent is an individual engaged in business as a home improvement contractor with a principal place of business located in Johnson County at 30 Mystic Springs Drive, Greenwood, Indiana, 46143.
2. The terms of this Assurance apply to and are binding upon the Respondent, his employees, agents, representatives, successors, and assigns.

3. The Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code § 24-5-0.5-1, *et seq.*

4. The Respondent acknowledges he has been advised the Attorney General's role in this matter is to serve as counsel for the State of Indiana and the State of Indiana has not given the Respondent any legal advice regarding this matter.

5. The Respondent expressly acknowledges the State of Indiana has previously advised the Respondent to secure legal counsel prior to entering into this Assurance for any legal advice the Respondent requires.

6. The Respondent agrees, pursuant to Ind. Code § 24-5-11-10(a), in every home improvement transaction, to provide a completed home improvement contract to the consumer before it is signed by the consumer. The Respondent agrees the contract must contain at a minimum the following:

- (1) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (2) The name and address of the Respondent and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (3) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (4) A reasonably detailed description of the proposed home improvements;
- (5) If the description required by Indiana Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;

- (6) The approximate starting and completion dates of the home improvements;
- (7) A statement of any contingencies that would materially change the approximate completion date;
- (8) The home improvement contract price; and
- (9) Signature lines for the Respondent or the Respondent's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or a typed version of that person's name placed directly after or below the signature.

7. The Respondent agrees each of the Respondent's home improvement contracts will be in a form each consumer who is a party to the contract can reasonably read and understand, as required by Ind. Code § 24-5-11-10(b).

8. The Respondent agrees, before the consumer signs the home improvement contract and before the consumer can be required to make a down payment, the Respondent will have agreed unequivocally by written signature to all of the terms of the home improvement contract, as required by Ind. Code § 24-5-11-11.

9. The Respondent agrees he will give a fully executed copy of the home improvement contract, showing the dates the Respondent and each consumer executed the contract, to the consumer immediately after the consumer signs it, as required by Ind. Code § 24-5-11-12.

10. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from conducting any business activity in the State of Indiana unless those activities are in full compliance with the Home Improvement Contracts Act, Ind. Code § 24-5-11-1, *et seq.*

11. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which she knows or should reasonably know it does not have.

12. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that he is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when he knows or reasonably should know he cannot.

13. The Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1, *et seq.*

14. Upon execution of this Assurance, The Respondent shall pay consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in the amount of Five Hundred Seventy-Eight and 49/100 Dollars (\$578.49) on behalf of Douglas Flauding of Martinsville, Indiana, payable to the Office of the Attorney General.

15. Upon execution of this Assurance, the Respondent shall pay costs in the amount of Three Hundred Dollars (\$300.00) to the Office of the Attorney General.

16. The Respondent shall not represent that the Office of the Attorney General approves or endorses the Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

17. The Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

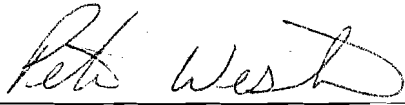
18. The Office of the Attorney General shall file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 9th day of April, 2006.

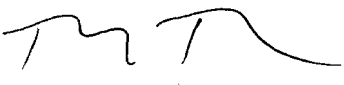
STATE OF INDIANA

RESPONDENT

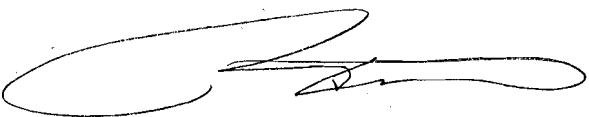
STEVE CARTER
Indiana Attorney General


PETER WESTERN,
Individually and doing business as
Paveco Asphalt

By:


Terry Tolliver
Deputy Attorney General
Atty. No. 22556-49
Office of Attorney General
302 W. Washington, 5th Floor
Indianapolis, Indiana 46204
Telephone: (317) 233-3300

APPROVED this 4^a day of May, 2006.


Judge, Johnson Circuit Court *no*

Distribution:

Terry Tolliver
Office of the Attorney General
Consumer Protection Division
302 W. Washington, 5th Floor
Indianapolis, Indiana 46204

Peter Western
Paveco Asphalt Company
30 Mystic Springs Drive
Greenwood, Indiana 46143